

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

THE NANTUCKET WINE & FOOD FESTIVAL, LLC, and NANCY BEAN,)	
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)	
Plaintiffs,)	Civil Action No.
)	
v.)	
)	
GORDON COMPANIES, INC. d/b/a THE NANTUCKET FOOD AND WINE EXPERIENCE, DAVID GORDON, and WHITE ELEPHANT HOTEL LLC,)	COMPLAINT AND JURY DEMAND
)	
Defendants.)	
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)	

Plaintiffs The Nantucket Wine & Food Festival, LLC and Nancy Bean (“Bean”) (collectively, the “Nantucket Wine & Food Parties” or “Plaintiffs”) hereby sue Defendants The Gordon Companies, Inc., d/b/a The Nantucket Food and Wine Experience (“Gordon Companies”) and David Gordon (“Gordon”) (collectively, the “Gordon Parties”), and White Elephant Hotel LLC (“White Elephant”) (collectively with the Gordon Parties, “Defendants”) and allege as follows:

Introduction

1. Masquerading as Plaintiffs’ “Nantucket Wine & Food Festival,” Defendants have engaged in a false and misleading media blitz. By press releases and mass e-mail, Defendants deceptively announced that (i) the Gordon Parties had “purchased” the Nantucket Wine & Food Festival from the Nantucket Wine & Food Parties, (ii) the event had been “rebranded” as the “Nantucket Food and Wine Experience,” (iii) their event was “previously known as the Nantucket Wine & Food Festival” as if the Nantucket Wine & Food Festival no longer existed,

and (iv) the “long-running” Nantucket Food and Wine Experience would “continue” to be held at the same location. Defendants knowingly made these literally false claims. The Gordon Parties never purchased the Nantucket Wine & Food Festival from the Nantucket Wine & Food Parties. The Nantucket Wine & Food Festival had already sent out save-the-date announcements for their long-running event, and Defendants adopted those dates for their fake festival.

2. While Defendants later acknowledged to a limited audience that they did not purchase the Nantucket Wine & Food Festival, they did not adequately cure their false and misleading statements to most of the masses they had reached with their false and misleading messaging. They also failed to cure important aspects of their false and misleading statements to the limited audience to whom they claimed making an “error” when admitting they did not purchase the Nantucket Wine & Food Festival as their initial announcements had declared. Even after the inadequate corrective note, the Nantucket Wine & Food Parties have continued to receive inquiries about why they exited from the Nantucket Wine & Food Festival. These inquiries confirm that the limited corrective measure has not remotely worked to mitigate harm from the Defendants’ misconduct. Defendants have not attempted in good faith to cure their misrepresentations. Rather, Defendants continue to act with an improper motive to harm the Nantucket Wine & Food Festival and an improper means of using false and deceptive means necessary to take over the Nantucket Wine & Food Festival or force the Nantucket Wine & Food Parties to sell their business interests on the cheap.

3. Defendants not only misled the public but also unlawfully utilized confidential and proprietary information belonging to the Nantucket Wine & Food Parties. To accomplish its plan to take over the Nantucket Wine & Food Festival from the Nantucket Wine & Food Parties, in or about 2022, the Gordon Parties enlisted its counsel, Todd Goldberg (“Goldberg”), to

provide legal advice to the Nantucket Wine & Food Parties in connection with Bean buying out a former partner. This legal representation included the sharing of sensitive financial details about the Nantucket Wine & Food Festival. Through confidential communications with Bean beginning in or about 2022, the Gordon Parties learned directly and through Goldberg about the Nantucket Wine & Food Festival's performance, vendor relationships, sponsorship agreements, and event planning. When providing legal advice to the Nantucket Wine & Food Festival Parties, Goldberg did not warn them, as required by Rule 4.3 of the Massachusetts Rules of Professional Conduct, that they should obtain independent counsel and that he could not provide disinterested advice because of his relationship and plans with the Gordon Parties.

4. By presenting what is actually a plan for a possible new event as the continuation of the original Nantucket Wine & Food Festival, Defendants have exploited the goodwill of the Nantucket Wine & Food Parties, causing significant consumer confusion, damage to their reputation, and infringement of their rights to the brand "Nantucket Wine & Food." Through their words and conduct, Defendants have made clear their plans to take over this local woman-owned business without paying for it, let alone at fair value, by pouring on a media blitz with false and misleading advertising and promotion, believing that the Nantucket Wine & Food Parties lacked the resources to stand up to the Gordon Parties.

5. Consequently, the Nantucket Wine & Food Parties assert claims for false and misleading advertising, unfair and deceptive trade practices, trademark dilution, breach of contract, tortious interference, and conspiracy. They seek both preliminary and permanent injunctive relief to prevent Defendants from using the name "Nantucket Food & Wine" and from falsely advertising their new event as the original festival. Additionally, they seek compensatory and treble damages for Defendants' egregious and deceptive conduct, including but not limited

to the dissemination of false statements, and the resultant financial and reputational harm suffered by the Nantucket Wine & Food Parties.

Parties

6. Plaintiff The Nantucket Wine & Food Festival, LLC is a woman-owned Massachusetts limited liability company with its principal place of business on Maclean Lane, Nantucket, Massachusetts 02554.

7. Plaintiff Nancy Bean is an individual residing in Nantucket, Massachusetts 02554.

8. Defendant David Gordon is an individual residing in Needham, Massachusetts 02492.

9. Defendant The Gordon Companies, Inc. is a Massachusetts corporation with its principal place of business at 894 Main Street, Waltham, Massachusetts 02451.

10. Defendant White Elephant Hotel LLC is a Delaware limited liability company with its principal place of business in Massachusetts at 75 Park Plaza c/o Ned Management Co., Inc., Boston, Massachusetts 02116. White Elephant has joined the Gordon Parties in efforts to treat the Nantucket Wine & Food Festival as their own, through false statements suggesting that the original event had been purchased and rebranded, and that White Elephant “continued” its role in the “long-running” event.

11. Nonparty Todd Goldberg is a lawyer with a longstanding, close and intimate relationship with the Gordon Parties, who practices law in Needham, Massachusetts. As described below, Goldberg provided legal advice to the Nantucket Wine & Food Parties since in or about 2022, which enabled the Gordon Parties to exploit the Nantucket Wine & Food Parties. Goldberg provided these services to the Nantucket Wine & Food Parties as an agent of the Gordon Parties. Goldberg failed to fulfill his professional responsibilities to the Nantucket Wine

& Food Parties by providing legal advice to them without advising them to obtain independent counsel and without advising them that because of his relationship with Gordon, he was not disinterested or capable of giving Bean disinterested advice.

Jurisdiction and Venue

12. This is an action for federal unfair competition under the Lanham Act, including a claim for false advertising. Additionally, this action includes related state law claims, such as unfair and deceptive trade practices, trademark dilution, breach of contract, tortious interference and conspiracy, which arise out of the same or substantially overlapping operative facts.

13. This Court has subject matter jurisdiction over the claims in this Complaint pursuant to 28 U.S.C. §1331, as the case involves a federal question.

14. This Court has supplemental jurisdiction over concurrent state law and common law claims pursuant to 28 U.S.C. §1367.

15. This Court has personal jurisdiction over Gordon because he resides in the Commonwealth of Massachusetts.

16. This Court has personal jurisdiction over Gordon Companies and White Elephant because they are registered to do business in the Commonwealth of Massachusetts, their principal places of business are in Massachusetts, and they conduct business primarily and substantially within the Commonwealth.

17. Venue is proper in this District pursuant to 28 U.S.C. §1391(b) in that all Defendants reside and conduct business in this District. A substantial portion of the events giving rise to the causes of action herein occurred in the District of Massachusetts.

Factual Allegations

The Nantucket Wine & Food Festival

18. The Nantucket Wine & Food Festival, held on the island of Nantucket, has been an annual event since 1996. This annual event takes place the third week of May over five days, Wednesday through Sunday, between Mother's Day and Memorial Day every year. The Nantucket Wine & Food Festival just executed its 26th event this past May 15-19, 2024. For the majority of its existence, the festival has taken place at a variety of venues around the island. For the past approximately 10 years, the host venue for the larger tasting events and the festival registration has been White Elephant. The event draws more than 4,000 wine and food enthusiasts from around the world to experience world class cuisine and exceptional wines.

19. Bean's commitment to the Nantucket Wine & Food Festival began in 2007 when she was hired as the Director of Operations. In or about 2013, with a partner, she purchased the business (including names, brand, assets, intellectual property, and goodwill) for approximately \$1 million. Since that time, Bean has been an owner and the Executive Director of the Nantucket Wine & Food Festival continuously. Under her dedicated leadership, this local woman-owned festival has achieved critical acclaim and immense success. The Nantucket Wine & Food Parties have established the festival as one of the most prestigious events of its kind, with a unique focus on showcasing female talent in the culinary arts and winemaking.

20. On or about January 12, 2017, the Nantucket Wine & Food Parties filed service mark applications with the Massachusetts Secretary of State for the marks "Nantucket Wine & Food", "Nantucket Wine and Food Festival", "Nantucket Wine & Food Festival", and the design "corkscrew with the shape of a whale at the top draped with a rendering of Nantucket Island[.]"

for use “on documents, wrappers, or articles delivered with the goods, in advertisements of the services,” and in connection with the services rendered.

21. A trademark application for the Nantucket Wine & Food Festival, specifically the phrase “Nantucket Wine & Food” with a corkscrew to the left side of the text, has been filed by the Nantucket Wine and Food Festival Parties with the United States Patent and Trademark Office.

22. The Nantucket Wine & Food Parties have continuously used the marks “Nantucket Wine & Food”, “Nantucket Wine and Food Festival”, and “Nantucket Wine & Food Festival,” since in or about 2017, and the design “corkscrew with the shape of a whale at the top draped with a rendering of Nantucket Island” in commerce since in or about 2013, and continue to use them. At all relevant times, Defendants knew of these marks and of the ongoing use of them by the Nantucket Wine & Food Parties.

23. The Gordon Companies are known for their longstanding retail business “Gordon’s Liquors,” long located in Waltham, Massachusetts. The Gordon Companies own Gordon’s Fine Wine, a large and regional liquor and wine distribution business known for focusing its Boston-area business on how to compete with big box businesses in the industry. Gordon Companies also own Baker’s Best Catering, which they acquired in 2022. Baker’s Best Catering is a corporate catering service that delivers and sets up platters, buffets and convenient boxed meals.

24. David Gordon is the CEO of the Gordon Companies.

25. Discussions between Gordon and Bean concerning the Nantucket Wine & Food Festival began in or about 2022.

26. At about that time, Defendant Gordon offered to make the Gordon Parties' usual lawyer, Goldberg, available to provide legal advice to the Nantucket Wine & Food Parties to help her buy out her then-partner. In connection with Goldberg providing legal advice, Goldberg and in turn the Gordon Parties received sensitive financial information regarding the Nantucket Wine & Food Parties' business, including records concerning the festival's performance, payroll, purchase orders, partnerships, and vendor matters.

27. Beginning in or about 2013, the Nantucket Wine & Food Parties negotiated a renewal of their venue partnership agreement with White Elephant. After a series of three-year contracts, the agreements shifted to one-year contracts consistent with post-pandemic health regulatory protocol. Bean and White Elephant entered into three one-year agreements for 2022, 2023 and 2024 – as the post-pandemic protocol was evolving.

28. On or about February 2, 2024, Bean and White Elephant executed their annual Wine Festival Agreement under which White Elephant provides certain hosting services, its prestige, and its goodwill for the Nantucket Wine & Food Festival through the term of the Wine Festival Agreement, ending December 31, 2024. A copy of the Wine Festival Agreement (the "Wine Festival Agreement"), which is incorporated herein by reference, is attached as Exhibit A.

29. Under Paragraph 5.6(a) of the Wine Festival Agreement White Elephant "shall arrange for or provide... [t]he prestige and goodwill of the White Elephant," for the Nantucket Wine & Food Festival, LLC.

30. This Wine Festival Agreement is still in effect. Under Paragraph 1.1, the Wine Festival Agreement commenced on the day of execution "and shall continue through December 31, 2024." No termination notice has been given and all the contracting parties are still bound by the contract.

31. In connection with a potential partnership between the Nantucket Wine & Food Parties and the Gordon Parties, prior to executing the Wine Festival Agreement, the Nantucket Wine & Food Parties shared terms of the Wine Festival Agreement with the Gordon Parties, including actual copies of prior years' agreements.

32. The Nantucket Wine & Food Parties conducted the May 2024 Nantucket Wine & Food Festival to rave reviews and substantial positive feedback. The Nantucket Wine & Food Festival took place May 15-19, 2024, with a full comeback to pre-pandemic success.

33. Nevertheless, Gordon made negative comments to Bean about the Nantucket Wine & Food Festival. Bean also heard from others that Gordon disparaged the Nantucket Wine & Food Parties, falsely stating in substance that vendors did not want to do business with her.

False and Misleading Announcements

34. Armed with substantial knowledge of confidential information concerning the Nantucket Wine & Food Parties' financial information and agreements, including the terms of the Wine Festival Agreement, Gordon presented Bean with an unreasonable proposal to take over the management of the event, which Bean declined to accept. Gordon also hired away one of her senior employees.

35. As Bean was in the midst the production of this year's Nantucket Wine & Food Festival, held from May 15-19, 2024, Bean placed discussions with the Gordon Parties on hold, proposing instead, a retail sponsorship arrangement that the Gordon Parties accepted.

36. At the conclusion of the 2024 festival week, as is custom every year, the Nantucket Wine & Food Parties promptly updated their website to include a "Save the Date" for May 14-18, 2025. It also sent out correspondence to vendors, exhibitors and sponsors with the

“Save the Date” for May 14-18, 2025, and to the general public, along with recaps and photos from the 2024 festival.

37. The Nantucket Wine & Food Parties continue to engage in ongoing business activities related to the 2025 festival, including engagement with vendors, exhibitors, and sponsors.

38. The following month, on or about June 17, 2024, the Gordon Parties issued a press release, republished on many websites, falsely stating that they had “**acquired ownership** of the Nantucket Food and Wine Experience (**previously known as the Nantucket Wine & Food Festival**)” (emphasis added). A screenshot of this press release, which is incorporated herein by reference, is attached as Exhibit B. This press release falsely stated that the Gordon Parties “acquired” the Nantucket Wine & Food Festival and, according to the parenthetical, that the Nantucket Wine & Food Festival no longer existed except as acquired by the Gordon Parties.

39. A second press release, with the heading “Prominent New England Wine and Spirits Retailer **Purchases Nantucket Food and Wine Experience**” (emphasis added), was also issued by the Gordon Parties. This second press release, which is incorporated herein by reference, is attached as Exhibit C. The subheading of this press release reads, “Gordon’s Fine Wine **Acquires Ownership of One of the Nation’s Longest-Running Food and Wine Events**” (emphasis added). This press release falsely stated that there had been a “purchase” and that the Gordon Parties “acquire[d] ownership” of the “long-running” event.

40. The body of the second press release further emphasizes the supposed “purchase” by stating, “The Gordon Companies . . . has **acquired ownership** of the Nantucket Food and Wine Experience, **one of the longest running food and wine events in the U.S.**” (emphasis added). It continues, “The **rebranded** event, in partnership with Nantucket’s iconic White

Elephant harborside hotel, will take place on the island from Wednesday, May 14 through Sunday, May 18, 2025” (emphasis added). By so doing, the Gordon Parties adopted the dates during the third week of May that the Nantucket Wine & Food Parties had used for more than a decade and had already announced for 2025.

41. The second press release also features a false quote directly from Gordon: “**“This longstanding event is an important part of Nantucket’s rich history, not to mention a significant annual driver of tourism and local pride,”** says David Gordon, CEO of Gordon Companies. ‘We’re excited to introduce **the newly rebranded Nantucket Food and Wine Experience**, and we’re especially honored to be one of the only fine wine and spirits retailers in the country to own and present a festival of this size and prominence.’” (emphasis added). There was no rebranding, and the Gordon Parties’ efforts at a new event was not a “longstanding event.”

42. In the collective, these press releases were filled with falsehoods and misrepresentations. The terms “purchases” and “acquired” falsely convey that the Gordon Parties bought an existing business, which they did not. “The Nantucket Food and Wine Experience” did not exist until this press release was issued in June 2024. Clearly, it could not be “one of the longest running food and wine events in the U.S.,” a “longstanding event [that] is an important part of Nantucket’s rich history,” nor “a significant annual driver of tourism and local pride” if it only came into existence with this announcement and has never held an event.

43. The terms “purchase” and “acquired” clearly indicated that the Gordon Parties bought an established “longstanding” event showcasing food and wine in Nantucket. The only event fitting this description is the Nantucket Wine & Food Festival, owned by Bean.

44. With this context, naturally Defendants intended that recipients of the press releases would incorrectly conclude that the Gordon Parties purchased the Nantucket Wine & Food Festival from Bean, which they did not.

45. The deception is further enhanced by the use of the term “rebranded” twice in the press release. According to Merriam-Webster, “rebrand” means “to change or update the brand or branding of (a product, service, etc.)” and more broadly, “to publicly refer to or describe (someone or something) in a new or different way.” Therefore, to “rebrand” something, it must have previously existed.

46. In reality, the Nantucket Food and Wine Experience is a new creation by the Gordon Parties. The Nantucket Wine & Food Festival is not new, but rather has existed for decades. In light of the word “rebrand” along with the terms “purchase” and “acquire,” the only logical conclusion is that the Gordon Parties intended to mislead the public and other recipients by falsely announcing that they purchased the Nantucket Wine & Food Festival, and “rebranded” it by calling it the “Nantucket Food and Wine Experience.” By merely switching around the words “Wine” and “Food,” and using the words “and” and “Experience” instead of an ampersand (&) and “Festival,” Defendants confused consumers and industry participants.

47. Furthermore, the Gordon Parties announced that their event would be held on May 14-18, 2025, at White Elephant, the most recent venue of the Nantucket Wine & Food Festival. This is the exact same date that the Nantucket Wine & Food Festival had previously announced for its return next year.

48. White Elephant actively participated in reinforcing these falsehoods and confusion, with its president, Khaled Hashem, quoted in a press release, “We are honored that our harborside hotel will **continue** to serve as the official host...” (emphasis added). The use of

the term “continue” can only mean that something has existed previously in order to continue, further bolstering the Gordon Parties’ misrepresentation that they had purchased the genuine Nantucket Wine & Food Festival, and that White Elephant will “continue” to host it. White Elephant has not issued any statement of clarification or retraction that could correct these fabrications.

49. Under the Wine Festival Agreement, White Elephant remains obligated to provide “prestige and goodwill” to the Nantucket Wine & Food Parties. By supporting another event not only in direct competition, but actually masquerading at the Nantucket Wine & Food Festival, and then supporting this falsehood, White Elephant has diverted its “prestige” or “goodwill” from the Nantucket Wine & Food Parties to the Gordon Parties, thereby violating the terms of the Wine Festival Agreement.

50. The Gordon Parties never “purchased” or “acquired” the Nantucket Wine & Food Festival from Bean. The Nantucket Wine & Food Festival still operates and intends to hold its traditional event on Nantucket next year. Nothing involving Defendants was “previously known as the Nantucket Wine & Food Festival.”

51. Bean was blindsided by the media blitz. Shortly after, she received a barrage of inquiries about the “purchase,” and several news outlets quoted directly from the Gordon Parties’ press release. This caused significant confusion among local residents and prominent members of the wine and culinary community worldwide, leading them to believe that she had sold the Nantucket Wine & Food Festival and was no longer involved with the event.

52. Later, the Gordon Parties e-mailed the below terse statement, to a limited audience, admitting that it had not “purchased any festival” and that they are producing a “new” event:



53. This curt and vague email to a limited audience, admitting that the Gordon Parties had not actually purchased anything, did little or nothing to cure the false grand proclamation, through multiple forms of media blitz in press releases and otherwise, that the Gordon Parties had “purchased” or “acquired” the “longstanding” event and “rebranded” what was “previously known as the Nantucket Wine & Food Festival.” Nor did this short note to a limited audience stop websites from re-running the false press release claiming a purchase and that the Nantucket Wine & Food Festival no longer existed except as acquired and rebranded by the Gordon Parties.

54. Defendants have still failed to clarify adequately that the Nantucket Wine & Food Festival remains in operation with plans for next year; that Bean still owns it; and that the Nantucket Wine & Food Parties had already publicized the dates of May 14-18, 2025, for its event next year; and that there has never been a relationship between some plan for a new Nantucket Food and Wine Experience and the long-running Nantucket Wine & Food Festival.

55. As part of their campaign to take over the Nantucket Wine & Food Festival, the Gordon Parties used proprietary and confidential information they received for limited purposes to hire a senior employee away from the Nantucket Wine & Food Parties, and to negotiate with White Elephant.

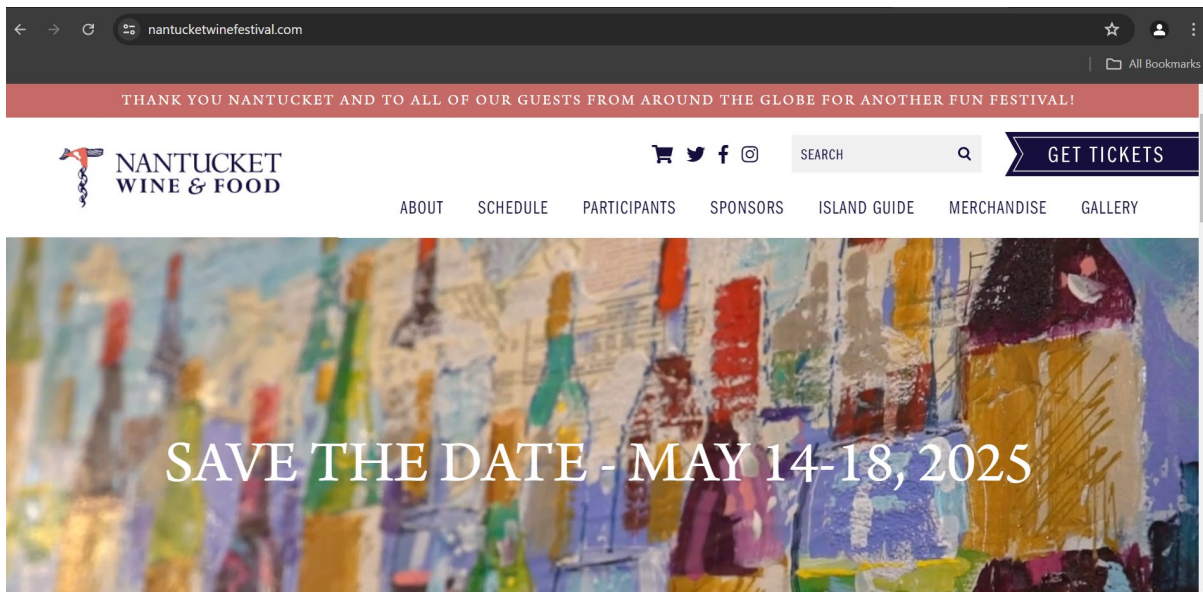
56. Further, on behalf of the Gordon Parties, Gordon has disparaged the Nantucket Wine & Food Festival to Bean, and disparaged Bean to others.

57. What has become clear is that the Gordon Parties did not intend to enter into a genuine partnership with the Nantucket Wine & Food Parties, but rather to take control of the Nantucket Wine & Food Festival and to do so without paying fair value. Instead, the Gordon Parties have engaged in a campaign of false and misleading advertising and promotions, after gaining access to proprietary and confidential financial information for other purposes, to exploit years of Bean's hard work and success and claim the Nantucket Wine & Food Festival as their own.

The Deceptively Similar Website

58. In furtherance of Defendants' scheme, the website of the new Nantucket Food and Wine Experience, advertised in the press release, is strikingly similar to the website of the genuine Nantucket Wine & Food Festival.

59. The original Nantucket Wine & Food Festival's website is located at <https://nantucketwinefestival.com/>. Prominently displayed on the home page is the date for next year's event over various rotating pictures of Nantucket and the themes of the event, which fills the entire page. A screenshot of the home page is below.



60. The website of the new Nantucket Food and Wine Experience is located at <https://nantucketfoodandwine.com/>. The home page has a similar layout, also with the dates of the event next year displayed prominently overlaid on a picture of Nantucket, which fills the entire page. The Nantucket Food and Wine Experience site copies the use of the name “NANTUCKET” in all caps, blocked above the words wine and food, using smaller font for that second line so it fits withing the same size block. The colors in the logo appear similar if not identical. The only difference on the website observed after its launch was that the background picture was stagnant, and a countdown ticker appeared. A screenshot of this homepage is below.



61. The logos and the placement of the icons in each of the logos are also strikingly similar. The Nantucket Wine & Food Festival's icon depicted below features a corkscrew to the left of its text, with the handle forming the body of a whale. The only color in the icon is a distinct light pinkish-brown, which outlines the shape of Nantucket Island, partially draped over the whale.



62. The Nantucket Food and Wine Experience's logo depicted below is also a whale, also located to the left of the text, also partially filled in with the similar or same pinkish-brown color as the whale on the handle of the corkscrew, and also similar to the shape of the island of Nantucket.



63. The similarities in name, webpage, logo, and event dates all contribute to the false narrative that the Nantucket Food and Wine Experience is a “rebrand” of the Nantucket Wine & Food Festival, essentially sending the message to the reader that the original festival no longer exists, except to the extent it was purchased or otherwise acquired.

64. The Nantucket Food and Wine Experience website further perpetuates the falsehood that it purchased the Nantucket Wine & Food Festival by claiming the event is “Under new guidance” and a “re-branded event.” The website uses “is” in the present tense and the word “annual” to convey an existing history that does not actually exist. An excerpt of this section is provided below.

Celebrating Food & Wine

The Nantucket Food & Wine Experience is a five-day annual celebration featuring the world’s top vineyards and culinary minds on the picturesque island of Nantucket. Under new guidance, this re-branded event promises revitalized experiences including expertly curated wine dinners, seminars, galas, receptions, live auctions, wellness events, and festive brunches.

White Elephant, Nantucket’s iconic harborside hotel is the home base for this epic celebration alongside a handful of exciting local venues. The event strives to engage with local businesses, charities, and residents to highlight the island’s rich history and invest in Nantucket’s local economy.

65. Additionally, the website announces that its Premier Experiences Events will be “Returning in May 2025.” The word “Returning” obviously was intended to convey, as some of the announcements did, that this event by the Gordon Parties was previously the Nantucket Wine & Food Festival. Below is an excerpt from this section.

Premier Experiences

These Food and Wine Events and Many More Will be Returning in May 2025

Experience Nantucket Food and Wine’s expertly curated events including world-class wine dinners, seminars, galas, receptions, charitable events, live auctions, wellness events, festive brunches, and more to be announced!

Stimulate your senses with our incredible food and wine experiences from extravagant walk-around tastings at the iconic White Elephant to intimate winemaker dinners at some of Nantucket’s most exclusive residences.

66. A new event cannot be “rebranded” or “returning” if it has yet to occur, and it has certainly not changed to be “under new guidance” when it is just coming into existence. The only inference an individual can infer from reading the website in conjunction with the press releases is that the Gordon Parties sought to mislead the public by conveying that it had purchased the Nantucket Wine & Food Festival, leaving it no longer in existence except in the rebranded form by the Gordon Companies.

67. On June 21, 2024, realizing that its fraud had been discovered by some, the Gordon Parties issued another statement in a limited means vaguely stating that the Nantucket Wine & Food Festival is still an operating entity and that it has no connection to the Gordon Parties’ event. It read,

To Our Partners & Friends,
A Correction From Monday’s Email Announcement: The Gordon Companies have partnered with White Elephant Resorts in a deal to produce a new event titled the Nantucket Food And Wine Experience. Gordons has not purchased, acquired, or rebranded the previously existing Nantucket Food & Wine Festival which has been operated by a still operating entity which is not affiliated with Gordon Companies in any way. The Nantucket Food And Wine Experience is also not affiliated with the Nantucket Food & Wine Festival. Learn more & receive updates by visiting nantucketfoodandwine.com!

68. In this update, the Gordon Parties showed either their own confusion or ongoing intend to deceive, by referring to the Nantucket Wine & Food Festival as the Nantucket Food & Wine Festival. This note reflects that the mere switch of the words food and wine is likely to cause confusion that the names still refer to the same entity.

69. As of the same day, the website also had been updated to remove certain false and misleading language and to eliminate references to any “rebrand” or “return” of an event.

70. Importantly, the Gordon Parties did not fully convey their misdeed or clarify the ongoing plans of the real Nantucket Wine & Food Festival.

71. In media statements, the Gordon Parties have labeled the original messaging an “error.” The word “purchases” and the phrase “previously known as the Nantucket Wine & Food Festival” were not typographical errors. They were a campaign to drive down the value of the Nantucket Wine & Food Festival by creating confusion and enabling the Gordon Parties to start signing contracts for their new event with industry participants who erroneously believed they were interacting with an event previously known as the Nantucket Wine & Food Festival.

72. The Gordon Parties did not disseminate their partial or any correction to the same broad audience that their false and misleading advertising and promotions reached. Their problematic press releases remain posted on many websites without corrections. News media have run stories about the “purchase” without correction.

73. Defendants’ minimal and partial efforts to correct some of their false and misleading statements reveal their awareness of their unlawful actions. They have failed, however, to undo the long-lasting damage to the reputation of the Nantucket Wine & Food Parties and the ongoing belief by many industry participants that the Nantucket Wine & Food Festival no longer operates separately from the Nantucket Food and Wine Experience. The Gordon Parties have similarly disrupted the Nantucket Wine & Food Parties’ relationships with the local community and business partners.

74. In essence, the media blitz and intellectual property infringements have comprised a deliberate attempt by Defendants to exploit the success of the Nantucket Wine & Food Festival and force the Nantucket Wine & Food Parties out of business.

Count I

(False Advertising under §43(a) of the Lanham Act against the Gordon Parties)

75. Plaintiffs repeat and incorporate by reference the allegations referenced above as if set forth fully herein.

76. On information and belief, the Gordon Parties have knowingly and intentionally made false and misleading statements in press releases, emails, interviews with the media, and websites, including those set forth above, to the public at large and industry participants concerning the Nantucket Food and Wine Experience's relationship to the Nantucket Wine & Food Festival.

77. The Gordon Parties' false and misleading statements have actually deceived vendors, consumers and the media, and have had the tendency to deceive a substantial segment of the intended audiences.

78. The deception and confusion created from Gordon Parties' false and misleading advertising and promotion has been material, in that it has been likely to influence the public and industry participants to believe that the Nantucket Wine & Food Festival no longer exists, that the Gordon Parties purchased the Nantucket Wine & Food Festival, and that they rebranded it as the Nantucket Food and Wine Experience.

79. Gordon Parties caused their false and misleading advertisements and promotion to enter and impact interstate commerce.

80. As a direct and proximate result of Gordon Parties' conduct, Plaintiffs have suffered and will continue to suffer irreparable injury, including without limitation, reputational harm, loss of goodwill among the community and business relationships.

81. As a direct, proximate and foreseeable result of Gordon Parties' conduct, Plaintiffs have incurred and will likely continue to incur actual damages, entitling Plaintiffs to

injunctive relief, corrective advertising, treble damages, the profits derived from the unlawful acts of Defendants, and the amount increased pursuant to the principles of equity in accordance with the provisions of 15 U.S.C. §§1116 and 1117, as well as an award of reasonable attorneys' fees and expenses incurred commencing and maintaining this action.

82. Plaintiffs are also entitled to preliminary and permanent injunctive relief under the Lanham Act precluding Gordon Parties from operating as the infringing "Nantucket Wine and Food Experience," using it to interfere with the Nantucket Wine & Food Festival in 2025, engaging in any further false or misleading releases, announcements, advertisements or promotions that make false or misleading statements, and requiring corrective actions that admit Defendants made false statements, that states clearly the Nantucket Wine & Food Festival is scheduled for May 14-18, 2025, and that the Nantucket Food and Wine Experience in whatever non-infringing name it uses will not take place on those dates.

Count II

(Unfair and Deceptive Trade Practices under
Mass. Gen. Laws ch. 93A against the Gordon Parties and White Elephant)

83. Plaintiffs repeat and incorporate by reference the allegations referenced above as if set forth fully herein.

84. At all relevant times, the parties were acting in trade or commerce, as defined in the Mass. Gen. Laws ch. 93A.

85. Defendants' conduct set forth in detail above constitutes one or more unfair and deceptive acts in violation of Chapter 93A and have resulted in harm to Plaintiffs. Defendants' conduct at issue rises to the level of actionable rascality and egregiously deceptive acts.

86. Defendants' misconduct occurred primarily and substantially, if not entirely, in the Commonwealth of Massachusetts.

87. Plaintiffs have demanded that Defendants cease and cure all such unfair competition.

88. Defendants' wrongful conduct has been willful and intentional and will continue unless enjoined by the Court.

89. Because of Defendants' wrongful conduct, Plaintiffs have and will continue to suffer damages, entitling Plaintiffs to an award of compensatory and treble damages.

90. Because of Defendants' wrongful conduct, Plaintiffs are suffering and, unless Defendants are restrained, will continue to suffer immediate and irreparable harm for which no remedy at law is adequate. Plaintiffs have a likelihood of success on the merits of their claims. The balance of hardships tips decidedly in their favor.

91. Plaintiffs are thus entitled to preliminary and permanent injunctive relief under Mass. Gen. Laws ch. 93A precluding Defendants from (i) operating as the infringing "Nantucket Food and Wine Food Experience," (ii) infringing on the marks of the Nantucket Wine & Food Parties, including but not limited to the mark "Nantucket Wine & Food", (iii) using the Nantucket Food and Wine Experience to interfere with the Nantucket Wine & Food Festival in 2025, and (iv) engaging in any further false or misleading releases, announcements, advertisements or promotions that make false or misleading statements, while also requiring corrective actions that include clear admissions, to all recipients of the false statements by Defendants, that they made false statements, that confirm the Nantucket Wine & Food Festival is scheduled for May 14-18, 2025, and that state the Nantucket Food and Wine Experience in whatever non-infringing name it uses will not take place on those dates.

Count III

(Trademark Infringement and Dilution under Mass. Gen. Laws
ch. 110H, § 13 against the Gordon Parties)

92. Plaintiffs repeat and incorporate by reference the allegations referenced above as if set forth fully herein.

93. The Nantucket Wine & Food Festival is a name with worldwide recognition, with a strong and distinctive logo, trademark currently pending. The marks “Nantucket Wine & Food”, “Nantucket Wine and Food Festival”, “Nantucket Wine & Food Festival”, and the design “corkscrew with the shape of a whale at the top draped with a rendering of Nantucket Island[,]” were first registered with the Secretary of the Commonwealth of Massachusetts in 2017. The marks “Nantucket Wine & Food” with a corkscrew to the left side of the text are the subject of an application to the United States Patent & Trademark Office.

94. The Nantucket Wine & Food Parties have used these marks continuously for many years and still use them in ongoing business activities, through which they have acquired substantial goodwill and value.

95. The Gordon Parties’ event, titled the Nantucket Food and Wine Experience with its substantially similar logo, has caused extensive confusion and diluted the value of the similar marks held by the Nantucket Wine & Food Parties.

96. The Gordon Parties are a Boston-area retail chain company, which has held itself out as competing with big box stores though claiming to offer more service. The Gordon Parties have a long history as running a Waltham-based retail liquor store, and are not remotely an international or sophisticated player in wine festivals. Mixing the Gordon Parties’ retail focus with infringing marks tarnishes the image of the Nantucket Wine & Food Festival and the value of the marks of the Nantucket Wine & Food Parties.

97. The Gordon Parties' use of the substantially similar sounding name for their event and substantially similar logo to the Nantucket Wine & Food Festival trademark create actual or potential confusion that tarnishes and degrades the ability of the Nantucket Wine & Food Festival trademark to serve as an identifier of the long-standing, historic festival, otherwise diminishing the reputation and capacity of the Nantucket Wine & Food Festival trademark to identify and distinguish its services.

98. As a direct and proximate result of the Gordon Parties' conduct, Plaintiffs have suffered and will continue to suffer damages and irreparable injury, including without limitation, the dilution of the distinctiveness and value of the distinctive Nantucket Wine & Food Festival trademark and the lessening of goodwill associated with the Nantucket Wine & Food Festival trademark.

99. Plaintiffs are entitled to an award of compensatory damages and treble damages and to injunctive relief preventing Defendants from further infringing or diluting any of Plaintiffs' marks.

Count IV
(Breach of Contract against White Elephant)

100. Plaintiffs repeat and incorporate by reference the allegations referenced above as if set forth fully herein.

101. The Wine Festival Agreement entered into by and between Plaintiffs and White Elephant was valid and binding.

102. White Elephant breached the Wine Festival Agreement, both directly and indirectly, as well as through its proxies, as alleged above.

103. White Elephant has failed to provide "prestige and goodwill" to the Nantucket Wine & Food Parties as required under the terms of the Wine Festival Agreement, when instead

expressly diverting White Elephant's prestige and goodwill to the Gordon Parties with which it colluded to hold a separate event masquerading as the original.

104. White Elephant was aware that the Wine Festival Agreement remained valid and binding when they breached the contract.

105. The Nantucket Wine & Food Festival, LLC has performed or substantially performed all its obligations under the Wine Festival Agreement. All conditions precedent to White Elephant's obligations to provide its prestige and goodwill to the Nantucket Wine & Food Parties have been satisfied or excused.

106. White Elephant's breach of the Wine Festival Agreement has directly and proximately caused significant damages to Plaintiffs, including compensatory damages, consequential damages, and attorneys' fees.

Count V

(Tortious Interference with Contract against the Gordon Parties)

107. Plaintiffs repeat and incorporate by reference the allegations referenced above as if set forth fully herein.

108. At relevant times, the Gordon Parties knew the terms of the Wine Festival Agreement, and had seen prior copies, including that the Wine Festival Agreement remained in force through the end of the calendar year, and that White Elephant remains obligated to provide its prestige and goodwill to the Nantucket Wine & Food Parties until then.

109. The Gordon Parties have knowingly and intentionally induced White Elephant to breach its obligations to provide its prestige and goodwill to the Nantucket Wine & Food Parties through the end of 2024.

110. When doing so, the Gordon Parties acted with improper means, including false and misleading advertising and promotions, and improper motives, including to hurt the value of

the Nantucket Wine & Food Parties ownership of the Nantucket Wine & Food Festival and to claim it as their own.

111. As a direct and proximate result of Defendants' conduct, Plaintiffs suffered substantial financial injuries.

Count VI

(Tortious Interference with Prospective Economic Advantage
against the Gordon Parties and White Elephant)

112. Plaintiffs repeat and incorporate by reference the allegations referenced above as if set forth fully herein.

113. Plaintiffs have a history of conducting the Nantucket Wine & Food Festival and have had agreements with several business partners and employees with a reasonable expectation of continuing the Nantucket Wine & Food Festival in 2025, and Defendants knew these agreements and prospective economic advantage existed.

114. By the conduct described herein, Defendants have improperly interfered Plaintiffs' relationships and prospective economic advantage in conducting the Nantucket Wine & Food Festival in 2025, by expressly diverting them to their own new event, falsely and misleadingly portrayed as what was previously known as the Nantucket Wine & Food Festival.

115. By the conduct described herein, Defendants' interference in the contracts was improper in motive and means in that they made false and misleading statements that have interfered with Plaintiffs' relationships with vendors and consumers, based in part on their access to proprietary and confidential information obtained from Plaintiffs for other purposes.

116. As a direct and proximate result of Defendants' conduct, Plaintiffs suffered substantial financial injuries.

Count VII

(Commercial Disparagement Against the Gordon Parties and White Elephant)

117. Plaintiffs repeat and incorporate by reference the allegations referenced above as if set forth fully herein.

118. On information and belief, the Gordon Parties and White Elephant published false and misleading statements to the public at large, in press releases, e-mails, interviews with the media, and websites, including those set forth above, either stating or implying that the Nantucket Wine & Food Festival no longer existed, except as owned and rebranded by the Gordon Parties, with knowledge of the statements' falsity or with reckless disregard of their truth or falsity.

119. The Gordon Parties and White Elephant knowingly and intentionally published false and misleading statements where pecuniary harm to Plaintiffs was intended or foreseeable.

120. The Gordon Parties and White Elephant published the false and misleading statements have resulted and will continue to result in special damages in the form of pecuniary harm to Plaintiffs.

Count VIII

(Conspiracy Against Gordon Parties and White Elephant)

121. Plaintiffs repeat and incorporate by reference the allegations referenced above as if set forth fully herein.

122. By the conduct alleged herein, Defendants Gordon, the Gordon Parties, and White Elephant agreed with each other and others to act in concert and in furtherance of a common design or agreement, including but not limited to, gaining access to Plaintiffs' proprietary information, misusing that proprietary information to create a separate event, and then passing it

off as the genuine Nantucket Wine & Food Festival while falsely claiming the Gordon Parties had acquired it.

123. Defendants, acting together, falsely stated or implied that the actual Nantucket Wine & Food Festival was no longer in existence.

124. Each of the Defendants committed an overt act in furtherance of the conspiracy, as described above.

125. As a direct, proximate and foreseeable result of the conspiracy, Plaintiffs have suffered, and continue to suffer, reputational harm and pecuniary harm.

Prayer for Relief

WHEREFORE, Plaintiffs respectfully request the following relief:

(i) the Court enter judgment in favor of Plaintiffs on all counts of Plaintiffs' Complaint;

(ii) the Court enter a preliminary and permanent injunction against Defendants and their officers, employees, agents, servants, representatives, and all those acting in concert with any of them, precluding Defendants from (1) operating as the infringing "Nantucket Wine and Food Experience," (2) interfering with the Nantucket Wine & Food Festival in 2025, (3) engaging in any further false or misleading releases, announcements, advertisements or promotions that make false or misleading statements, and (4) requiring corrective actions that admit Defendants made false statements, that state clearly the Nantucket Wine & Food Festival is scheduled for May 14-18, 2025, and that state the Nantucket Food and Wine Experience in whatever non-infringing name it uses will not take place on those dates;

(iii) the Court award all damages, multiple damages, attorneys' fees, costs, prejudgment and post-judgment interest as allowed by law;

(iv) The Court award such other and further relief as this Court deems just and proper.

Demand for Trial by Jury

Plaintiffs demand a trial by jury as to all issues in this action so triable of right by a jury.

Respectfully submitted,
PLAINTIFFS,
By their attorneys,

/s/Barry S. Pollack

Barry S. Pollack (BBO #642064)

Mary L. Nguyen (BBO #690395)

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Dated: June 26, 2024

EXHIBIT A

Nantucket Wine & Food Festival/White Elephant Resorts WINE FESTIVAL AGREEMENT 2024

This Agreement (hereinafter “this Agreement”) is made and entered into as of the _____ date of _____, 2024 (the “Effective Date”), by and among White Elephant Resorts LLC, a Delaware limited liability company duly registered to do business in the Commonwealth of Massachusetts, with an office at 10 Amelia Drive, Nantucket, Massachusetts, 02554 (hereinafter “WER”) and Nantucket Wine & Food Festival, LLC., a Massachusetts LLC, and Nantucket Wine & Food Festival Charity Foundation, Inc. with an office at 12 Maclean Lane, Nantucket, MA 02554 (hereinafter collectively known as “NWF”), hereinafter collectively the “Parties” and each a “Party”

The Parties desire to host the 2024 Nantucket Wine & Food Festival (hereinafter the “Festival”) at WER’s White Elephant Hotel, located at 50 Easton Street, Nantucket, Massachusetts 02554 and to promote both the Festival and the White Elephant as the Host Hotel Sponsor for the Festival for the term and upon the conditions set forth in this Agreement. Now, therefore, in consideration of the mutual covenants contained herein, it is agreed by and among the Parties as follows:

ARTICLE I: TERMS

Section 1.1: Term

This Agreement shall commence upon the Effective Date and shall continue through December 31, 2024, or such later date on which all payments due from one Party to the other are received, unless terminated by mutual agreement of the Parties or due to default as set forth in Section 1.2 below. Any and all rights granted herein with respect to the use of names, logos and the like of each Party shall terminate immediately upon the termination of this Agreement. The Festival shall occur during the period (and including the dates of May 15, 2024 through May 19, 2024.

Section 1.2: Default

Either Party may terminate this Agreement upon material breach by the other Party, provided that the terminating party has given the breaching Party written notice of such termination at least fifteen (15) days in advance and the breaching Party has not cured such breach within such 15-day period.

Section 1.3: Cancellation/COVID-19 Pandemic

Once the agreement is signed, the event is considered confirmed and both parties are committed to the fulfillment of the terms of this agreement. No party shall be obligated to perform hereunder to the extent prohibited by events beyond their reasonable control including without limitation due to Acts of God; government regulation; labor troubles, disputes or strikes; government requisition (federal, state or municipal) restriction on travel; terrorism or war. Inclement weather is not considered an Act of God, unless all option of transportation, on all days when the festival is taking place. The Resort’s ability to perform shall not be considered materially impaired if a reasonable and substantially comparable substitute or alternative means of performance is available without material additional cost or expense to the Resort.

All events facilities, vendors and guests must comply with all terms of Safety Standards issued by Commonwealth of Massachusetts and the Town of Nantucket. These are mandatory standards critical to maintaining the safety of our guests, our team-members and our local community including social distancing, staffing operations, cleaning, disinfecting, hygiene protocols and safety standards.

Given the unique set of circumstances of the Covid-19 pandemic, the requirements and restrictions are subject to change, by order of the Commonwealth of Massachusetts and/or the Town of Nantucket. Should either the Commonwealth of Massachusetts or the Town of Nantucket amend the Safety Standards and Protocols by modifying the Resort's permitted occupancy of gatherings, placing additional restrictions on staffing operations or restricting group gatherings in general, the Resort is legally obliged to comply with the updated order and will notify the Group of any changes.

Cancellation/rescheduling of the program due to COVID-19 pandemic is only permitted if there is a government mandated restriction on travel to and from the island or ban on events and/or gatherings between the specific festival dates of May 15– May 19, 2024, on the specific scheduled event dates. Cancellation by the Group is not permitted should the state and local government limit or restrict the number of permitted attendees to gather.

Section 1.3: Payment

NWF agrees to pay a deposit of \$15,000.00 upon the signing of this agreement. Additional deposits are required as follows:

INITIAL DEPOSIT	\$15,000.00	UPON SIGNING AGREEMENT
2ND DEPOSIT	\$15,000.00	MARCH 1, 2024
3RD DEPOSIT	\$15,000.00	MAY 1, 2024

All final payments referred to in this Agreement from NWF to WER will be made within thirty (30) days after WER's final invoice is provided to NWF, and all payments referred to in this Agreement from WER to NWF will be made within thirty (30) days after NWF's final invoice is provided to WER. Each Party agrees to provide its invoice to the other Party no later than thirty (30) days following the conclusion of the festival.

In the event that the total expenses incurred by NWF exceed the total fees paid by WER, then WER will pay to NWF the difference between the two amounts. In the event that the total fees paid by WER to NWF exceed the total expenses incurred by NWF, then NWF will pay to WER the difference between the two amounts.

Section 1.4: Sponsor Fee

In addition to the other payments contained herein, and in consideration of the sponsorship arrangement set forth herein, WER shall pay NWF **\$10,000.00** in sponsor fees annually:
Payment shall be made in accordance with Section 1.3, above.

Section 1.5: Event Tickets

The Sponsor Fee will include event tickets for 2024, which will be provided by NWF as follows:

Harbor Gala Session

1: 8 tickets VIP - \$3200

Seminars (NIR's choice): four (4) tickets - \$800 - \$1000

Grand Tasting: Saturday event, Session 1, four (4) tickets - \$1000

Grand Tasting Saturday, Session 2, four (4) tickets - \$1200

Ten (10) Harbor Gala tickets **VIP** - \$4000

Four (4) Grand Tasting tickets, Saturday VIP - \$1200

Eight (8) Grand Tasting Tickets, Sunday VIP - \$1000

~~(10) NWF posters (NIR's choice) - \$250~~

Section 1.4: Exclusivity of Host Hotel Sponsor

NWF agrees that the White Elephant shall be the sole and exclusive “Host Hotel” of the Festival. No other hotel, motel, inn, bed and breakfast, or other place of lodging or accommodation shall be a host hotel or sponsor of the Festival. NWF shall identify the White Elephant as the sole and exclusive Host Hotel of the Festival as more specifically provided herein, and WER shall have the right to identify the White Elephant as the sole Host Hotel of the Festival. All persons and companies inquiring with NWF about lodging or accommodations for the Festival shall be directed by NWF to WER or the WER website. However, if the White Elephant, or any WER lodging property, shall not be available for any reason to accommodate all guests requiring overnight accommodations for the Festival, including Festival sponsors and employees, NWF may make other lodging arrangements as it sees fit.

ARTICLE II: ADVERTISING, MARKETING AND PUBLIC RELATIONS

Section 2.1: Advertising and Marketing Obligations

NWF agrees that the White Elephant will receive name recognition as the Host Hotel of the Festival in all Festival advertising and in all Festival marketing materials.

Section 2.2: Advertising and Marketing Fees

WER will pay to NWF **\$12,500.00** for all advertising, marketing, public relations, and merchandising efforts described in Article II and Article III of this Agreement.

Section 2.4: Website Exposure

NWF/WER further agrees to the following:

- a) The NWF website shall feature sponsor listing of the White Elephant and shall have an editorial featuring the White Elephant, the content of which shall be supplied by WER.
- b) WER and NWF will cross-promote each other by linking their respective websites so as to promote the White Elephant, Brant Point Grill, The Wauwinet, Jared Coffin House, and the Festival.

Section 2.5: Public Relations

NWF/WER further agrees to the following:

- a) NWF shall retain a designated public relations person to promote the Festival. Its functions will include, but will not be limited to, press releases, target writers, creating a public relations campaign and providing clipping service;
- b) All Festival press releases will include “White Elephant, Nantucket” as the Host Hotel property;
- c) All Nantucket Island press and media opportunities regarding the Festival shall be staged at the White Elephant unless otherwise approved by WER and NWF.

ARTICLE III: MERCHANDISING AND LOGO EXPOSURE

Section 3.1 Exclusive Rights

NWF owns the exclusive rights to its logo and to the names “The Nantucket Wine & Food Festival,” “Nantucket Wine & Food Festival” and “Nantucket Wine & Food Festival, LLC.” Neither the names nor

NWF's logo may be used on any merchandise, either giveaway or for sale or in any other way (other than the internet cross-promotion set forth above), without the written approval of NWF.

Neither WER's White Elephant name nor logo may be used on any merchandise, either giveaway or for sale or in any other way, without the written approval of WER.

Section 3.2 Logo Usage

NWF agrees that the White Elephant logo shall receive the following exposure:

- a) On sponsor signage for the duration of the Festival;
- b) In a prominent location on the Front/Home Page and the Sponsor Page of the NWF website (www.nantucketwinefestival.com);
- c) Center location for all promotion advertisements. Artwork for any and all ads will be sent to WER for final approval;
- d) On the promotional "Save the Dates" email for the Festival;
- e) On all Festival promotional ads;
- f) On all cocktail napkins used at the White Elephant, along with the NWF logo;
- g) On any and all new glassware that is used at any and all of the Festival events, with the exception of glasses utilized off-property at the Great Wines in Grand Homes events or for specific specialty glassware requirements by wineries;

ARTICLE IV: CHARITY EVENTS

Section 4.1: Harbor Gala, Thursday, May 16, 2024.

- a) The White Elephant and NWF [under the name of its charitable arm, Nantucket Wine Festival Charitable Foundation. ("NWFCF")] shall be co-applicants for the Section 14 license for the Harbor Gala and the Grand Tastings. NWFCF shall complete the application form. The White Elephant, as the Section 12 licensee, will prepare a supporting letter.
- b) WER and NWF/NWFCF shall agree in advance of the Festival regarding the operational arrangements with respect to the Harbor Gala and the Grand Tastings.
- c) The proceeds of the Harbor Gala and the Grand Tasting shall be distributed as required by the ABCC, with the charitable portion going to charities designated by NWFCF.

NWF will be responsible for security and crowd management for the Harbor Gala.

Section 4.2: Grand Tastings

- a) White Elephant and NWF shall co-host three sessions of the Grand Tasting, all taking place under the tent on the front lawn of the White Elephant:
 - i. Session 1: Saturday, May 18, 2024
 - ii. Session 2: Saturday, May 18, 2024
 - iii. Session 3: Sunday, May 19, 2024
- a) WER and NWF shall agree in advance of the Festival regarding the operational arrangements with respect to the Grand Tasting, including expenses.
- d) NWF will be responsible for security and crowd management for the Session 1 & Session 2 and the emptying and resetting of the tent between both Session 1 and 2 on Saturday, May 18, 2024
- e) NWF will be responsible for security and crowd management for the Session 3 on Sunday, May 19, 2024.

ARTICLE V: RENTAL FEES/EVENTS AT WHITE ELEPHANT

Section 5.1: Rental Fees

NWF agrees to incur a **\$34,000 rental fee** which is subject to local and state taxes, which will facilitate the construction schedule of the tents and floors and subsidize revenues displaced by the construction of and presence the floor/tent on the lawn of the White Elephant for the duration of the festival:

Section 5.2: Events at the White Elephant

WER and NWF shall mutually agree upon the following arrangements for the Festival events at WER properties, as well as the costs and expenses for such events, which shall be paid for by NWF (except as otherwise expressly set forth herein):

- a) The date, time and location of each event held at WER properties;
- b) The details for the tents for the events at the White Elephant including the location and dates of the erection of the tents and the tent contractor used by NWF;
- c) Banquet Event Orders (hereinafter “BEOs”) will be produced by NWF thirty (30) days prior to the Festival;
- d) Banquet event orders must be typed and shared digitally.
- e) WER and NWF will identify senior management and/or authorized representatives who will be responsible for executing the BEOs and for any moves, additions or changes to the BEOs.
- f) WER and NWF agree that any and all changes or additional charges relating to the BEOs will be approved by appropriate management in advance;
- g) Except as otherwise provided herein, WER and NWF agree that labor will be charged at the **\$42.00 per hour** (the “Labor Rate”) per staff member (including but not limited to servers, set-up staff members, wine pourers) providing any and all services relating to the Festival;
- h) The Labor Rate shall be charged for Festival events held at the White Elephant. The Labor Rate will include the set-up and service of all events at the White Elephant, including the Harbor Gala and the Grand Tastings;
- i) Said Labor Rate will not include the following, which shall be paid for by NWF in accordance with Section 1.3, above:
 - 1) Shipping and receiving labor;
 - 2) Emptying and/or refilling storage unit(s);
 - 3) Polishing glasses for the Great Wines, Grand Homes;
 - 4) Loading in and loading out of wines for the Grand Tasting sessions;
 - 5) Set-up of tables, labeling and organization of display tables for the Grand Tasting;
 - 6) Any type of security/ticket taking at the entrances of tents/hotel during the Festival.
- j) An estimate of the total cost of labor, calculated using the Labor Rate, and based on event specifications and anticipated number of attendees provided by NWF, has been prepared by WER, on the assumption that events will include not more than the following:

EVENT NAME	Day	Start Time	End Time	Location	Capacity
Grey Lady Reception	WED	5:00 PM	8:00 PM	Deck / Shore	250
Harbor Gala	THU	5:30 PM	9:30 PM	WE ALL	800
Grand Tastings 1	SAT	11:00 AM	1:30 PM	WE ALL	750
Grand Tastings 2	SAT	2:30 PM	5:00 PM	WE ALL	750
Grand Tastings 3	SUN	1:00 PM	4:00 PM	WE ALL	750
Pol Roger Luncheon	THU	12:00 PM	2:00 PM	Ballroom	75
Rosé Brunch	FRI	10:00 AM	11:30 AM	WE Main	150
Bubbles and Claws	FRI	1:00 PM	2:30 PM	WE Main	150
Judgement of Paris	FRI	4:00 PM	5:30 PM	WE Main	150
SHUCK IT! Oyster Seminar	FRI	11:00 AM	12:30 PM	Shoreline	80
Chilean Master Class	FRI	2:00 PM	3:30 PM	Shoreline	80
ASADO!	FRI	5:30 PM	7:30 PM	Shore/Lawn	100

Burgundy Wine Luncheon	FRI	11:30 AM	1:30 PM	Ballroom	75
Hitchhiking to Napa	FRI	3:00 PM	4:30 PM	Ballroom	75
Cheese & Wine Sem	FRI	3:00 PM	4:30 PM	WE Deck	70
Above the Clouds	FRI	11:00 AM	12:30 PM	WE Deck	70
Bordeaux Luncheon	SAT	12:00 PM	2:00 PM	Ballroom	80
Bordeaux Blends	SAT	3:30 PM	5:00 PM	Ballroom	60
Far Niente Dinner	SAT	7:00 PM	10:00 PM	Ballroom	75
SEM - TBD	FRI	4:30 PM	5:30 PM	Deck	60
Bon Voyage Jazz Brunch	SUN	11:00 AM	1:00 PM	Ballroom	80

(ORIGINAL SCHEDULE – same number of sems / events beyond the Gala and GT)

SKU	EVENT NAME	Day	Date	Start Time	End Time	Location	Capacity
WELCOME	GREY LADY Reception	WED	5/15/2024	5:00 PM	8:00 PM	White Elephant Deck	250
SEM-01	Pol Roger Wine Luncheon	THU	5/16/2024	11:30 PM	1:30 PM	WE Ballroom	60
GALA VIP	Harbor Gala VIP	THU	5/16/2024	5:30 PM	6:30 PM	White Elephant All	400
GALA	Harbor Gala	THU	5/16/2024	6:30 PM	9:30 PM	White Elephant All	400
SEM-04	Rosé Brunch	FRI	5/17/2024	10:00 AM	11:30 AM	WE Main	150
SEM-11	Cheese & Wine Sem	FRI	5/17/2024	10:00 AM	11:30 AM	WE Ballroom	60
SEM-07	Oyster Seminar (1)	FRI	5/17/2024	11:00 AM	12:30 PM	WE Shoreline	80
SEM-13	Above the Clouds	FRI	5/17/2024	11:00 AM	12:30 PM	WE Deck	70
SEM-05	Bubbles and Claws	FRI	5/17/2024	1:00 PM	2:30 PM	WE Main	150
SEM-12	Burgundy Luncheon	FRI	5/17/2024	1:00 PM	3:00 PM	WE Ballroom	75
SEM-08	Oyster Seminar (2)	FRI	5/17/2024	1:30 PM	3:00 PM	WE Shoreline	80
SEM-10	Bordeaux Blends	FRI	5/17/2024	2:00 PM	3:30 PM	WE Deck	70
SEM-06	Judgement of Paris	FRI	5/17/2024	4:00 PM	5:30 PM	WE Main	150
SEM-21	Product Seminar TBD	FRI	5/17/2024	4:30 PM	5:30 PM	WE Deck	60
SEM-09	ASADA!	FRI	5/17/2024	5:00 PM	7:00 PM	WE Shoreline / Lawn	100
GT 1VIP	Grand Tastings 1 VIP	SAT	5/18/2024	11:00 AM	11:30 AM	White Elephant All	350
GT 1	Grand Tastings 1	SAT	5/18/2024	11:30 AM	1:30 PM	White Elephant All	400
SEM-15	Bordeaux Luncheon	SAT	5/18/2024	12:00 PM	2:00 PM	WE Ballroom	90
G 2VIP	Grand Tastings 2 VIP	SAT	5/18/2024	2:30 PM	3:00 PM	White Elephant All	350
GT 2	Grand Tastings 2	SAT	5/18/2024	3:00 PM	5:00 PM	White Elephant All	400
SEM-16	Wine & Cheese 2	SAT	5/18/2024	3:30 PM	4:30 PM	WE Ballroom	60
SEM-17	Far Niente Dinner	SAT	5/18/2024	6:30 PM	9:30 PM	WE Ballroom	60
	Bloody Mary Brunch	SUN	5/19/2024	11:00 AM	1:00 PM	WE Ballroom	80

GT 3VIP	Grand Tastings 3 VIP	SUN	5/19/2024	1:00 PM	1:30 PM	White Elephant All	350
GT-03	Grand Tastings 3	SUN	5/19/2024	1:30 PM	4:00 PM	White Elephant All	400

- j) Provided that the number and type of events do not exceed those listed above, and except as provided below, such cost will **not exceed \$63,000** in by the following (calculated at 1500 hours or labor per program based on the specified events) NWF agrees that the labor charges may exceed the agreed max cap on labor should there be additional events added or additional service staff be required due to the following circumstances:
- 1) To accommodate and service an increase in the number of attendees beyond the numbers set forth above;
 - 2) To accommodate and service any and all changes in the event specifications that require more intensive labor than the specifications provided by NWF as of the date of execution of this Agreement;
 - 3) To accommodate and service any and all unanticipated changes in Festival programming;
 - 4) Requests from NWF to provide additional support or service for any and all existing or new events.
 - 5) Due to the addition events and requests for additional labor for 2024 Festival
- k) WER and NWF will designate senior management and/or authorized representatives who will be responsible for requesting and providing additional labor, above and beyond what is included in the original estimate.

Section 5.3: NWF Obligations

NWF shall arrange for, implement and manage the Festival and its charitable events (the Harbor Gala/Grand Tastings) including, without limitation, the following:

- a) All Banquet Event Orders, floorplans, complete and comprehensive service plans, signage, menus, tasting mats will be supplied in a timely manner in a digital format (not handwritten) as per the timeline outlined in Section 5.4
- b) A system for ticketing and ticket security at all events. NWF is responsible for ensuring all attendees of events tickets are checked and only ticket holders attend the events, seminars and/or special events.
- c) All signage must be professionally manufactured, presented, and hung in advance of each event, seminar and/or special events.
- d) An established plan for wine distribution at each at the individual events, with a representative from NWF responsible for the distribution of wines at the appropriate time for each event.
- e) An electrician, whose services will be contracted directly by NWF, to facilitate electrical needs of the festival including all electrical requirements during the Harbor Gala and Grand Tastings.
- f) A consistent security presence at the Festival events held at WER properties, the details of which shall be provided to WER in advance of the Festival;
- g) A police detail to facilitate the load in and load out of vendors when construction and tear down of tent and floor are underway.
- h) A police detail during both the Harbor Gala and all sessions of the Grand Tasting,
- i) Linens for Ballroom events, luncheons and dinners.
- j) Linens for large events: Gala, Grand Tastings (4 sessions)
- k) A sufficient number of glass racks for the entire Festival;
- l) Identification of the needs of each sponsor by meeting with each sponsor prior to the Festival;
- m) A map of Festival events, to include times and locations, made available at least thirty (30) days in advance of the Festival;

- n) Signage for Festival events, the design and details of which shall be coordinated with WER;
- o) All wine donations and chef appearances;
- p) All costs and expenses of the Festival, other than those to be paid by WER as expressly provided herein, including, but not limited to, the costs and expenses of tents, daily set-up costs for wine seminars, additional electrical supply and the hourly Labor Rate
- q) All equipment for the Harbor Gala and rentals for the Grand Tasting including, but not limited to silverware, glassware and service ware;
- r) NWF agrees to observe all reasonable rules and regulations imposed by WER in its use of the White Elephant or any other WER property, including, without limitation, rules and regulations regarding seating capacity, noise and crowd control, parking and smoking restrictions;
- s) NWF agrees to coordinate and incur the cost of glass trash pick up of bottles etc. disposed in connection with the festival.

Section 5.4: NWF Obligations – Permitting & Timeline Adherence

NWF shall agree to the following timeline as outlined below, to ensure pre planning of NWF programming runs smoothly and also ensures NWF stays in good standing with the BOH, ABCC and Nantucket Town Permitting Department:

Starting in January 2024:	Monthly in person or team meetings with WE team
60 days prior to the first event:	Proof of completed submission of all permits to the State and Local offices.
40 days prior to the first event:	Confirmation from the BOH, Permitting and ABCC etc. that permit applications are complete and/or issued*
30 days prior to the first event:	Banquet Event Orders including menus for review with WE team, Floor Plans and Rental agreements for each event hosted at the White Elephant.
14 days prior to the first event:	On site pre-con that includes a time set aside or a separate time for local permitting and police department.
10 days prior to tent install:	A schedule with times, names and cell phone numbers of the traffic control assigned to the load in zone for all days of wine festival activities. Map of area with a load in plan.
5 days prior to first event:	Pre-con to review all aspects of the events along with security plan to control access to the events from all entry points including through the restaurant, bar, and library.

*WER understands that NWF is required to provide documentation to Nantucket Board of Health so individual vendors, chefs and /restaurants can prepare and supply food at NWF events to NWF ticket holders. Nantucket Board of Health will provide permission and permits for each vendor, visiting chef or restaurant. Should a chef or restaurant cancel their attendance at the festival, NWF may add a vendor, chef or restaurant to the schedule to replace this late cancellation and require approval from Nantucket Health Department within 40 days of the festival.

Section 5.6: WER Obligations

WER shall arrange for or provide the following:

- a) The prestige and goodwill of the White Elephant;
- b) Use of the White Elephant property, including, but not limited to, the front lawn, for the specific purposes and in the specific locations set forth herein, and otherwise during the Festival on an emergency basis provided that WER has agreed in advance to such emergency use;
- c) Linens for use at all of the events at any WER property, including the White Elephant, with the exception of all sessions of the Grand Tastings and the Harbor Gala and the events in the

Ballroom. Except as provided in Section 5.2(j) above, linen cleaning will be done by WER only for linens provided by WER and used at WER properties. NWF will be responsible for pick-up and delivery of linens rented by NWF and used at non-WER properties;

- d) Display area for a one (1) automobile display at the White Elephant for seven (7) days during the Festival, the placement of which must be approved by the Management of the White Elephant;
- e) Display area for a minimum of two (2) other sponsors at the White Elephant, the selection of which is to be approved by WER. The deadline for requests for sponsor display areas is April 13, 2024. Parking spots in front of Brant Point Grill restaurant door are not available for sponsor vehicles. This area must be open for guests requiring ADA parking.

ARTICLE VI: RENTAL FEES/EVENTS AT BALLROOM

Section 6.1: White Elephant: Ballroom & Ballroom Kitchen

WER and NWF shall mutually agree upon the following arrangements for use of White Elephant: Ballroom Kitchen as well as the costs and expenses for any new events, which shall be paid for by NWF (except as otherwise expressly set forth herein):

- a) NWF will use the White Elephant Village: Ballroom and Conference Center kitchen area for food preparation, glass washing etc. from Wednesday, May 15, 2024 to Sunday, May 19, 2024. Load in permitted on Tuesday, May 14, 2024. **Should the Ballroom & Ballroom Kitchen not be reserved by a party 14 days prior to load in, NWF will be permitted to load in on Monday, May 20, 2024. No fees will be charged for Monday May 13 & Tuesday, May 14, 2024.**
- b) NWF will pay the following **\$3,000 per day**, subject to state and local taxes for the use of the White Elephant Ballroom Kitchen (Wednesday –Sunday) which will include the use of the Ballroom and Foyer area.
- c) NWF may move in and receive in the ballroom beginning Monday, May 13 – no cooking or usage – just set up and receiving in preparation for Wednesday.
- d) WER will remove and store any equipment, food preparation utensils.
- e) NWF will provide own food any equipment, food preparation utensils.
- f) WER and NWF will walk through and review the condition of the kitchen area prior to load in on Monday, May 13, 2024, and post load out on Monday, May 20, 2024. Ballroom is currently reserved by a 3rd party and must be vacated by Sunday, May 19, 2024. NWF, agree he vacate the White Elephant Ballroom & Kitchen by Monday, May 20, 2024 and kitchen should in the same clean condition upon departure as it was provided.
- g) NWF will provide their own dishwashing stewards.
- h) NWF agrees to incur the cost of labor for Bathroom Attendants in the Ballroom at a rate of \$42 per hour per bathroom attendant.
- i) NWF agrees to a list of conduct best practices for NWF employees and volunteers including:
 - i. No access to the back door of kitchen (North Water Street),
 - ii. Kitchen will be used for glass polishing and glass washing but no audible noise late night, no music after 8:00pm.
 - iii. No parking/load in from North Water Street.
 - iv. No smoking on property or on North Water Street. All WER properties prohibit smoking.
 - v. The lobby/front porch is a public area. NWF employees/chefs/volunteers will not congregate there.
 - vi. There is no parking available at the Village
 - vii. Load in and load out in front to side door of the Ballroom.
 - viii. No load in through front porch of the Inn at the White Elephant Village.
 - ix. No palette drop-offs inside or outside the property.
 - x. No scheduled deliveries without a NWF employee/chefs/volunteer there to receive them.

- xi. Mutually agreed upon location for refrigerator truck(s) on site confirmed in advance of the NWF program. WER reserve the right to change the location year to year pending the development of the White Elephant Village property.

Section 6.2: White Elephant Village, Ballroom

WER and NWF shall mutually agree upon the following arrangements for the Festival events at White Elephant Village Ballroom, as well as the costs and expenses for such events, which shall be paid for by NWF (except as otherwise expressly set forth herein):

- a) The Ballroom can be used with WER approval to host the events as outlined in the schedule (Section 5.2 (i)) NWF agrees that any changes to the schedule outlined in Section 5.2(i) shall be reviewed with WER and changes to the schedule, type of event and service requirements will be reviewed and approved by WER management.
- b) NWF will use the Ballroom from Wednesday, May 15, 2024 to Sunday, May 19, 2024.
- c) NWF will be responsible for any damage to the Ballroom including the floor and walls and will make provision to ensure no damage occurs due to glass racks, table and chair load in and load out.

ARTICLE VII: ROOMS

Section 7.1: Rooms and Cottages

WER agrees to provide **ninety two (92) room nights** for the use of NWF during the 2024 Festival, on a complimentary basis, as follows.

- a) Guests are responsible for all incidental charges upon check-out.
- b) The specific days for the room nights can be adjusted based on availability and WER approval eg two Wednesday room nights exchanged for two Sunday nights. No additional rooms will be provided for Thursday, Friday or Saturday night over the agreed allocation at each property
- c) NWF must provide a rooming list twenty-one (21) days prior to arrival. After this time, any uncommitted rooms will be released back into inventory and available for resale by WER.
- d) The following is a breakdown of rooms provided by WER to NWF to be designated for use for NWF VIPs, winemakers, winery principals and chefs:

COMPLIMENTARY ROOMS		WED	THU	FRI	SAT
		5/15/2024	5/16/2024	05/17/2024	05/18/2024
WHITE ELEPHANT	ROOMS	6	6	6	6
WHITE ELEPHANT	INN	3	3	3	3
WHITE ELEPHANT	1 BED COTTAGES	1	1	1	1
WHITE ELEPHANT	2 BED COTTAGES	3	3	3	3
JARED COFFIN HOUSE	ROOMS	5	5	5	5
THE COTTAGES	COTTAGES	5	5	5	5
TOTAL ROOM NIGHTS					92

ARTICLE VIII: PERMITS AND LIQUOR LICENSES

Section 8.1: Permits

NWF shall comply with all laws, by-laws, regulations, rules, orders and directions of the Town of Nantucket and the Commonwealth of Massachusetts that apply to the Festival. NWF shall procure all permits and licenses required by the Town of Nantucket and the Commonwealth of Massachusetts, including, without limitation, tent permits from the Nantucket Building Department and event permits from the Nantucket Board of Selectmen.

Section 8.2: Liquor Licenses

NWF shall procure all temporary pouring licenses required for the Festival from the Nantucket Board of Selectmen as well as any and all other liquor licenses and permits required for the Festival. NWF shall print on the tickets for all Festival events, including, without limitation, the Grand Tasting, that acceptable proof of age identification will be required at the entrance. NWF security shall be responsible for checking identification and admitting only persons of legal drinking age into such events.

Section 8.3: Termination of Agreement re. Permitting/Licenses from the Town of Nantucket

WER may terminate this Agreement and not proceed with NWF'S program of events, should NWF not procure or adhere to the terms of any and all permits and licenses required and issued by the Town of Nantucket, ABCC, Nantucket Fire Department and Nantucket Police Department, including health permits, public assembly permits, alcohol service permits to host NWF. Any breach by NWF of issued permits, licenses or non-compliance to the special permits secured by NWF could adversely harm WER's ability to operate their day-to-day business. NWF agrees adhere to the timeline outlined in Section 5:4 as it pertains to permits and licenses.

Section 8.4: Non-Food and Beverage Sponsors/Services

NWF agrees that any festival sponsors who wish to provide services to NWF/WER guests which fall outside of traditional food and beverage sponsors at NWF events will be subject to approval by WER to ensure liability and insurance compliance.

ARTICLE IX: INSURANCE AND INDEMNIFICATION

Section 9.1: Insurance

No later than Friday, March 29, 2024 NWF, at NWF's sole cost and expense (except as otherwise expressly provided hereunder), shall procure insurance policies, and shall provide WER with a certificate, **listing all entities with ownership of NWF**, evidencing the effectiveness thereof, as follows:

- a) A commercial general liability insurance policy, to be in force for the duration of the Festival, with coverage that includes all activities relating to this Agreement, with a policy limit of not less than five million dollars (\$5,000,000.00), with a combined single limit per occurrence, which names WER, Nantucket Island Management LLC, Nantucket Holdings LLC, Wauwinet Inn LLC, S/J Wauwinet Trust, White Elephant Hotel LLC, White Elephant Hotel Residences LLC, Nantucket Boat Basin LLC, NED Manager LLC, and such other parties as WER may reasonably require from time to time as additional insureds. Such liability coverage shall include bodily injury liability, including death; personal and advertising injury liability; property damage liability; and products and complicated operations;
- b) A liquor liability insurance policy with a policy limit of not less than five million dollars (\$5,000,000.00), with a combined single limit per occurrence, which names WER, Nantucket Island Management LLC, Nantucket Holdings, LLC, Wauwinet Inn LLC, S/J Wauwinet Trust, White Elephant Hotel LLC, White Elephant Hotel Residences LLC, Nantucket Boat Basin LLC, NED Manager LLC, and such other parties as WER may reasonably require from time to time as additional insureds;

- c) **WER shall pay to NWF a \$3,500.00 contribution toward the liability insurance costs incurred by NWF.**

Payment shall be made in accordance with Section 1.3, above.

Section 9.2: Indemnity

NWF hereby agrees to defend, indemnify and hold WER, the additional insureds referenced in Section 7.1 above, and their respective partners, managers, directors, shareholders, officers, trustees, members, principals, employees and agents harmless from and against any and all claims, damages, liabilities, costs and expenses arising from NWF's activities relating to or arising from this Agreement, including the products and services provided by NWF at the Festival, and the use by NWF of the White Elephant, the Jared Coffin House, The Cottages at the Boat Basin, The Wauwinet, the Brant Point Grill, TOPPER'S and any other property owned or controlled by WER or its affiliates from time to time. The provisions of this Section 8.2 shall survive the expiration or earlier termination of this Agreement.

ARTICLE X: PERFORMANCE, MODIFICATION, CHOICE OF LAW

Section 10.1

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns. Upon assignment, the assignor shall be released of all obligations arising after such assignment. In no event shall there be any personal liability on the part of any partners, managers, directors, shareholders, officers, trustees, members or principals of WER or its related or constituent entities. Notwithstanding anything to the contrary contained herein, in the event of a sale of any property mentioned herein by WER or its affiliates (e.g., the White Elephant) to a person or entity unaffiliated with WER, the seller and/or the purchaser shall have the right to terminate this Agreement in full or as it relates to the sold property upon at least sixty (60) days notice to NWF.

Section 10.2

No change, modification or amendment of this Agreement shall be valid or binding unless such change, modification or amendment shall be in writing and duly executed by all of the Parties hereto. Nothing herein contained will create or be construed as creating a partnership, joint venture or agency relationship between the Parties and no Party will have the authority to bind the other in any respect. Nothing contained in this Agreement shall be construed to be for the benefit of, or enforceable by, any third party, including, without limitation, any creditor of any Party hereto.

Section 10.3

This Agreement and the rights and obligations of the Parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

Section 10.4

This Agreement may be executed in a number of counterparts, all of which together shall for all purposes constitute one Agreement, binding on all the Parties, notwithstanding that all Parties have not signed the same counterpart.

Section 10.5

This Agreement embodies the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

Section 10.6

All notices under this Agreement shall be in writing and shall be deemed to have been served if hand-delivered; mailed, certified mail/return receipt requested; or sent by nationally recognized overnight carrier to the Parties at the addresses set forth in this Agreement (or such updated addresses for which notice provided); and, in the case of any notice to WER, a copy of such notice shall be sent simultaneously in the same manner to: Goulston and Storrs, 400 Atlantic Avenue, Boston, MA 02110-3333, Attention: NED/Nantucket. All notices shall be effective upon receipt or refusal, whichever shall first occur.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first above-written.

WHITE ELEPHANT RESORTS LLC

BY: Aoife Owens DATE: 02.02.2024
Aoife Owens, Vice President Sales & Marketing

NANTUCKET WINE & FOOD FESTIVAL LLC.

BY: Nancy Bean DATE: Feb 2, 2024
Nancy Bean, Nantucket Wine Festival

]

EXHIBIT B

11:56

**BEVNET** 

NANTUCKET

FOOD AND WINE

— EXPERIENCE —

Gordon's Fine Wine Acquires Ownership of One of the Nation's Longest-Running Food and Wine Events

NANTUCKET, MA – The Gordon Companies, owners of Massachusetts' Gordon's Fine Wine and Baker's Best Catering, has acquired ownership of the Nantucket Food and Wine Experience (previously known as the Nantucket Wine & Food Festival), one of the longest running food and wine events in the

AA



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EXHIBIT C

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Prominent New England Wine and Spirits Retailer Purchases Nantucket Food and Wine Experience

PRESS RELEASE posted by *The Gordon Companies* ⓘ

Jun. 17, 2024 at 8:25 am

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[WHITE ELEPHANT](#)



NANTUCKET
FOOD AND WINE
— EXPERIENCE —

Gordon's Fine Wine Acquires Ownership of One of the Nation's Longest-Running Food and Wine Events

NANTUCKET, MA – The Gordon Companies, owners of Massachusetts' Gordon's Fine Wine and Baker's Best Catering, has acquired ownership of the Nantucket Food and Wine Experience, one of the longest running food and wine events in the U.S.

The rebranded event, in partnership with Nantucket's iconic White Elephant harborside hotel, will take place on the island from Wednesday, May 14 through Sunday, May 18, 2025, and will feature the world's top vineyards and culinary minds during wine dinners, seminars, galas, thematic receptions, wellness events, and celebratory brunches.

"This longstanding event is an important part of Nantucket's rich history, not to mention a significant annual driver of tourism and local pride," says David Gordon, CEO of The Gordon Companies. "We're excited to introduce the newly rebranded Nantucket Food and Wine Experience, and we're especially honored to be one of the only fine wine and spirits retailers in the country to own and present a festival of this size and prominence."

For 90 years and through four generations, Gordon's Fine Wine has become one of the most known and respected purveyors of fine wine, spirits, and beer in New England. The company's suite of services goes beyond traditional retail and includes fine wine storage, beverage catering, daily email offers, private client sales, single-barrel whiskies, top-notch events, and more. The Gordon Companies' recent acquisition of Baker's Best Catering, one of Massachusetts's most beloved caterers, cements The Gordon Companies as a regional leader in food and beverage.

With a combined 140 years of experience and relationship building, the Gordon Companies' team of 300 employees includes world-class chefs, sommeliers, event planners, operations, and marketing professionals, who will all play a role in executing an event of this magnitude.

Visit gordonswine.com and bakersbestcatering.com to learn more.

Programming and events for the 2025 Nantucket Food and Wine Experience will be announced over the next several months. For more information on tickets and programming, follow along on socials at @nantucketfoodandwine or online at nantucketfoodandwine.com.

For More Information:

[Learn More \(https://nantucketfoodandwine.com/\)](https://nantucketfoodandwine.com/)

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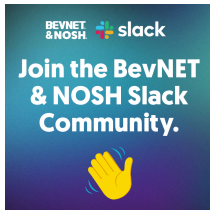
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